

**Commonwealth of Massachusetts
Department of Telecommunications and Energy
Fitchburg Gas and Electric Light Company
Docket No. D.T.E. 02-24/25
Responses to the Attorney General's Seventh Set of Information Requests**

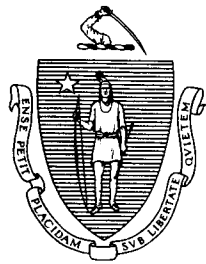
Request No. AG-7-5 (Gas)

Please provide copies of all Interruptible Sales agreements currently in effect. Include all pricing terms and copies of the Department's approval of each agreement.

Response:

Attachment AG-7-5 provides copies and DTE approvals of all bundled Interruptible Sales and Interruptible Supply contracts in effect.

Person Responsible: Karen M. Asbury



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION

DTE 02-24/25 (Gas)
Attachment AG-7-5
Page 1 of 69

DEPARTMENT OF
TELECOMMUNICATIONS & ENERGY

ONE SOUTH STATION
BOSTON, MA 02110
(617) 305-3500

ARGEO PAUL CELLUCCI
GOVERNOR

JANE SWIFT
LIEUTENANT GOVERNOR

DANIEL A. GRABAUSKAS
DIRECTOR OF CONSUMER AFFAIRS
AND BUSINESS REGULATION

JANET GAIL BESSER
CHAIR

JAMES CONNELLY, ESQ.
COMMISSIONER

W. ROBERT KEATING
COMMISSIONER

EUGENE J. SULLIVAN, JR.
COMMISSIONER

PAUL B. VASINGTON
COMMISSIONER

December 16, 1999

Karen M. Asbury
Manager of Regulatory Affairs
Fitchburg Gas and Electric Light Company
6 Liberty Lane West
Hampton, NH 03842-1720

Re: Fitchburg Gas and Electric Light Company and Wachusett Potato Chip Co. Inc.
(GC 99-38)

Dear Ms. Asbury:

On November 2, 1999, Fitchburg Gas and Electric Light Company ("Fitchburg" or "Company") submitted to the Department of Telecommunications and Energy ("Department") a request for approval of a standard offer contract for interruptible city gate gas supply ("IS") between itself and Wachusett Potato Chip Co. Inc.

Regarding the proposed IS agreements, the Department notes that they adhere to the standard agreement that the Department approved on July 2, 1997. Therefore, the Department

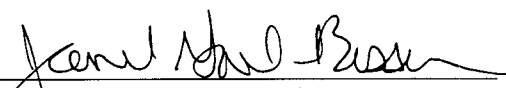



Fitchburg Gas and Electric Light Company
GC 99-38

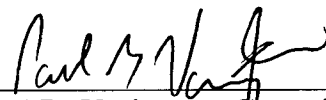
Page 2

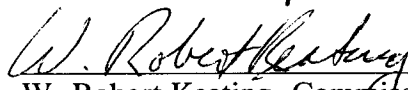
approves the proposed IS agreement. However, in the event that the Company's marginal cost to provide sales under this agreement exceeds the rate for the IS service being provided, the Company may not provide service under this agreement without prior Department approval.


Very truly yours,


Janet Gail Besser, Chair


James Connelly, Commissioner


Paul B. Vasington, Commissioner


W. Robert Keating, Commissioner


Eugene J. Sullivan, Jr., Commissioner

cc: James W. Stetson, Assistant Attorney General
Mary Cottrell, Secretary



October 29, 1999

Mary L. Cottrell, Secretary
Massachusetts department of Telecommunications and Energy
100 Cambridge Street, 12th Floor
Boston, MA 02202

Re: Filing of Standard Offer Contracts for Interruptible City-Gate Gas Supply between Fitchburg Gas and Electric Light Company and Health Alliance Hospital Inc. and Fitchburg Gas and Electric Light Company and Wachusett Potato Chip Co. Inc.

Dear Ms. Cottrell:

On behalf of Fitchburg Gas and Electric Light Company (FG&E), enclosed please find two (2) copies of the Standard Offer Contract for Interruptible City-Gate Gas Supply between FG&E and Health Alliance Hospital Inc., a Massachusetts corporation located in Fitchburg, and two (2) copies of the Standard Offer Contract for Interruptible City-Gate Gas Supply between FG&E and Wachusett Potato Chip Co. Inc., a Massachusetts corporation located in Fitchburg, for the Department's approval. These agreements will become effective upon the Department's approval. Please note that the contract with Health Alliance Hospital Inc. was executed in late 1998, but was not filed pending execution of the Standard Offer Contract for Interruptible Transportation of Gas.

FG&E's Standard Offer Contract was approved by the Department by letter order dated July 2, 1997 in GC 97-13. Pursuant to the Department's directive, FG&E is hereby submitting each contract the Company enters into for Department approval. The Company acknowledges that approval of these contracts is subject to the understanding that FG&E will not sell gas at a rate which is less than the cost of gas purchased by the Company to serve these customers.

Corporate Office:

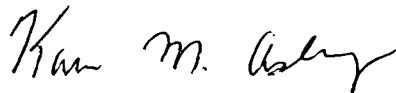
6 Liberty Lane West
Hampton, NH 03842-1720

phone: 603.772-0775
fax: 603.773-6605

email: corp@unitil.com

Mary L. Cottrell
October 29, 1999
Page 2

Enclosed is the filing fee of \$30.00, \$15.00 for each contract. Please contact me if you have any questions regarding this filing.
Sincerely,

A handwritten signature in cursive script, reading "Karen M. Asbury".

Karen M. Asbury
Manager of Regulatory Services

Enclosure
cc: George Yiankos, Director of Gas Division

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

STANDARD OFFER CONTRACT

FOR

INTERRUPTIBLE CITY-GATE GAS SUPPLY

Filed: June 2, 1997

Effective Date: July 2, 1997

Approved: July 2, 1997

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
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**FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY**

This Agreement made this 30th day of September, 19 99, by and between Fitchburg Gas and Electric Light Company, a Massachusetts corporation located in the City of Fitchburg, Massachusetts (hereinafter referred to as the "Company") and Wachusett Potato Chip Co. Inc. a corporation located in Fitchburg, MA (hereinafter referred to as the "Customer").

WHEREAS, the Company owns and operates a gas distribution system in the Commonwealth of Massachusetts; and

WHEREAS, the Company offers interruptible transportation service pursuant to a Standard Offer Contract For Interruptible Transportation Of Gas; and

WHEREAS, the Customer, from time to time, desires to purchase from the Company an interruptible gas supply delivered to the Company's city-gate; and

WHEREAS, the Company is willing to provide such interruptible supply to the Customer

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, it is agreed as follows:

1 DEFINITIONS

When used in this Agreement with initial capitalization, whether in singular or plural form, the following terms shall have the meaning set forth below:

- 1.1. Agreement: This Standard Offer Contract for City-Gate Gas Supply, including all of its Exhibits, as may be amended periodically.
- 1.2. Bill: A monthly statement of charges from the Company to the Customer for services rendered in the preceding Billing Month(s).
- 1.3. Billing Date: The date on which a bill is rendered by the Company to the Customer.

- 1.4. Billing Month: The period between monthly meter readings which measures services rendered for which Bills are prepared. The Billing Month shall be as near as practicable to a calendar month.
- 1.5. BTU: British Thermal Unit.
- 1.6. Contracted Gas: The gas delivered by the Company, for the Customer's account, pursuant to this Agreement.
- 1.7. Curtailment: A reduction in the volume of gas purchased by the Customer pursuant to this Agreement, which may continue for a defined period or indefinitely.
- 1.8. Customer's Alternative Fuel: The non-gas fuel the Customer will use to operate its dual-fuel equipment when the Company is not providing gas supply to the Customer pursuant to this Agreement.
- 1.9. Daily Scheduled Quantity: The daily amount of Contracted Gas, in Therms, the Customer requests the Company to supply each Day.
- 1.10. Interruption: The complete discontinuance of the supply of gas to the Customer under this Agreement, which may continue for a defined or indefinite period.
- 1.11. MMBTU: One million (1,000,000) BTU's = 10 Therms.
- 1.12. Parties: The Company and the Customer.
- 1.13. Therm: 1 Therm = 100,000 BTUs.

2 **CONDITIONS PRECEDENT**

- 2.1. The Parties to this Agreement have also executed Fitchburg Gas and Electric Light Company's Standard Offer Contract For Interruptible Transportation Of Gas.

3 SCOPE OF AGREEMENT

- 3.1. When requested by the Customer, the Company will provide an interruptible supply of gas delivered to the Company's city-gate for the Customer's use.

4 TERM OF AGREEMENT

- 4.1. This Agreement shall begin on September 30, 1999, and shall continue in effect until September 30, 19²⁰⁰⁰ and year to year thereafter unless terminated by either Party giving to the other thirty (30) days written notice. The Company has the right to extend the termination notice period by notifying the Customer in writing.

5 EFFECTIVE DATE OF AGREEMENT

- 5.1. This Agreement and any subsequent amendments to the Agreement shall become effective upon execution, unless the Agreement is subject to filing or approval of any regulatory authority having jurisdiction, in which case this Agreement shall become effective in accordance with the laws or regulations setting forth such requirement.

6 CURTAILMENT / INTERRUPTION PROVISIONS

- 6.1. The CURTAILMENT / INTERRUPTION PROVISIONS (Section 6) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.
- 6.2. The interruption of gas supply shall not be the basis for claims or damages, if any, sustained by the Customer by reason of such interruption.

7 CHARACTER OF SERVICE

- 7.1. An interruptible supply of gas of not less than 1,000 BTU per cubic foot shall be furnished hereunder.

8 USE OF INTERRUPTIBLE SERVICE

- 8.1. In no case shall gas supplied hereunder be used by the Customer interchangeably with gas supplied under any other rate schedule or service agreement with the Company, except for service supplied under a Standard Offer Contract for Interruptible Transportation of Gas.
- 8.2. The Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment specified in Exhibit I. Maximum gas input at any time will be limited to the amounts specified in Exhibit I.

9 DETERMINATION OF AMOUNT OF GAS SUPPLY

- 9.1. The Customer's dispatcher (or its designee) shall notify the Company's dispatcher of the daily amount of Contracted Gas it requests the Company to supply, the Daily Scheduled Quantity, at least four (4) hours prior to the Tennessee Gas Pipeline Company's scheduling deadline for such day, unless the Company's dispatcher agrees to a shorter time period for such advance notice. For first of the month requests for gas supply, the Customer's dispatcher (or its designee) shall notify the Company's dispatcher at least four (4) business days prior to the beginning of the month or twenty-four (24) hours before the Tennessee Gas Pipeline first of the month deadline, whichever is earlier. After such advance notice by the Customer, the Company's dispatcher will, as promptly as is practicable, advise the Customer's dispatcher of the portion of the Contracted Gas so requested by the Customer which the Company will supply to the Company's City-Gate on the Customer's behalf.

10 CHARGE FOR CITY-GATE GAS SUPPLY SERVICE

- 10.1. The monthly charge for city-gate gas supply service will be determined as follows:

$$C = EMCC \text{ times } Q$$

where:

C = the monthly charge in dollars.

EMCC = the estimated marginal commodity cost of the Company's pipeline natural gas for the Billing Month, expressed in dollars per MMBTU, as determined by the Company on the twenty-first day, or the next working day, if the twenty-first day is a weekend or holiday, of the calendar month preceding the Billing Month during which this charge will apply.

Q = the quantity of Contracted Gas in MMBTU.

10.2. Alternate Pricing Provision

The EMCC determined in accordance with Section 10.1 above shall apply during the Billing Month so long as the Company can purchase gas from its suppliers at an acquisition price equal to or less than the EMCC. The Company may revise the EMCC at any time and offer the Customer continued service, at a revised EMCC in the event the Company's acquisition cost of gas is expected to exceed the original EMCC.

11 PROVISION FOR FUTURE TAXES

11.1. In addition to other payments provided for herein, the Customer shall pay the Company the amount of any tax (e.g., sales or excise tax) on the Company's gas supply, not now in effect, which the Company may hereafter be required to pay or collect by any federal, state or local law.

12 METERING

12.1. The METERING provision (Section 14) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.

13 TERMS OF PAYMENT

13.1. The charges for service under this contract shall be billed monthly and payable upon presentation of a bill. Interest charges will be added from the date of the original bill if current charges are not paid and received by the Company or its agents within ten (10) days from the date on the bill. The interest charges shall

be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31st of any year, plus ten percentage points (i.e., 1,000 basis points). The monthly interest charge shall be added to the Customer's account until all arrears have been paid.

- 13.2. If the Customer fails to make a payment within ten (10) days from the date on the bill, the Company may terminate this Agreement with five (5) days notice (without waiving any other rights the Company may have such as the right to receive any and all payments due hereunder, including without limitation, any late payment charges accrued with respect thereto as provided for in Section 13.1).
- 13.3. In the event the Customer, in good faith, disputes the amount of any bill, the Customer shall pay the undisputed portion of such bill and shall notify the Company in writing of such dispute no later than ten (10) days from the date of the bill, indicating the amount of such bill subject to dispute and briefly describing the nature of such dispute. In such event, the Parties shall use their best efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice. Interest on the disputed portion of any such bill shall not be payable during the dispute period but is billable to the Customer for that period if subsequently the merits of the dispute are found to be unwarranted by the Company.

14 CUSTOMER DEPOSITS

- 14.1. The Company may, at its option, require a deposit, prepayment or other arrangement to guarantee payment for services rendered hereunder.

15 PUBLIC REGULATION

- 15.1. The Company is a public utility subject to regulation by the Massachusetts Department of Public Utilities. Compliance by the Company with any order,

rule, or regulation of the Department or any other regulatory authority with jurisdiction which modifies the provisions of this Agreement shall not constitute a breach hereof. Any amendments to this Agreement that may be required as a result of any order, rule, or regulation shall be made in accordance with Section 20.3. Either the Company or the Customer, if affected adversely by such order, shall have the option after the issuance of such order to terminate this Agreement by giving sixty (60) days written notice of termination to the other Party.

16 DEFAULT

- 16.1. If either Party shall fail to perform or otherwise be in default of any of its obligations under this Agreement, the other Party may terminate this Agreement by giving the defaulting Party written notice stating specifically the nature of the default and giving notice of termination. Any termination of this Agreement shall be without prejudice of the right of the Company to collect any payments due the Company for service hereunder prior to the time of termination including interest, late payment charges and any other properly applied charges.
- 16.2. Any Party in default shall have five (5) days after such notice is given in which to remedy the default to the extent required under this Agreement. If such default is remedied and the notifying Party is fully indemnified for any and all consequences, then this Agreement shall continue in full force and effect. If the default is not remedied, then the notifying Party shall have the right to terminate this Agreement immediately without further notice.

17 FORCE MAJEURE

- 17.1. Neither Party shall be liable for any breach, delay, or nonperformance hereunder, whether material or immaterial, or whether affecting total or partial performance, which directly, or indirectly, results from, or is caused, in whole or in part, by revolutions, or other disorders; wars; declared or undeclared acts of public enemies; or other restrictions imposed by laws; arrest or restraint of officials; or acts of God; accidents; or by breakdown or injury to storage

facilities, pipelines, machinery, or other facilities of either Party used for production, manufacturing, transportation, delivery, receiving, storage, handling, or utilization of the products purchased hereunder; or by fires, storms, explosions, or other casualties; or by strikes, lockouts, stoppage, or restraint of labor, either partial or general, from whatever cause; or if performance hereunder is hindered, delayed, or prevented by, or would violate or controvert any law, rule, order or request of government, Federal, State, or foreign, or any agency or representative thereof; or which directly or indirectly results from any cause beyond either Parties' control, whether such other causes be of the classes herein specifically provided for, or not. Force Majeure shall not relieve the Customer from making payments due for service rendered prior to or during the Force Majeure event in accordance with this Agreement.

18 CONTACTS

- 18.1. The Customer may contact the Company at any time at the following numbers which may be revised from time to time :

Dispatch Office: Telephone ⁽⁹⁷⁸⁾ (508) 342-5056

Fax ⁽⁹⁷⁸⁾ (508) 345-2090

- 18.2. The dispatcher on duty will inform the Customer of the availability and price of interruptible gas supply, and the amount which is subsequently scheduled.

- 18.3. The Company may contact the Customer personnel listed in Exhibit I which may be revised from time to time for purposes of making such confirmations, or to order the interruption of gas, verbally or by fax.

19 NOTICES

- 19.1. Except as provided in Section 18 above, all notices required or permitted to be given hereunder shall be deemed given upon mailing such notices by registered or certified mail, postage prepaid, addressed as follows:

If to Customer: EDWARD KRYSIAK, PRES.
WACHUSETT POTATO CHIP CO. INC.
759 WATER ST.
FITCHBURG, MA 01420 --6444.

If to Company: Fitchburg Gas and Electric Light Company
285 John Fitch Highway
Fitchburg, MA 01420

Attn: ~~Vice President and General Manager~~ *Director of Operation*

- 19.2. Either Party may change its notice address by giving written notice of such new address to the other Party.

20 MISCELLANEOUS

- 20.1. This Agreement, together with the Exhibits attached hereto, represent the entire Agreement between the Parties with respect to the interruptible supply of gas, and supersedes in all respects any prior or contemporaneous agreements between the Parties, written or oral, with respect to the interruptible supply of gas. All amendments to this Agreement will be by mutual agreement and evidenced by a written amendment signed by the Parties.
- 20.2. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Customer without the prior written consent by the Company which consent shall not be unreasonably withheld.
- 20.3. This Agreement will be construed in accordance with and controlled by the laws of the Commonwealth of Massachusetts.
- 20.4. This Agreement shall be subject to the Rules and Regulations of the Company's Tariff for Gas Service as filed by the Company from time to time with the

Department, where applicable. In the event of a conflict between said Rules and Regulations and the provisions of this Agreement, this Agreement shall govern.

- 20.5. Notwithstanding any other provision to the contrary, no waiver by either Party of any default(s) or breach(es) of any of the obligations contained in this Agreement to be performed by the other Party shall be construed as a waiver of any succeeding default(s) or breach(es) of the same or any other obligation or conditions.
- 20.6. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 20.7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 20.8. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any provision hereof.
- 20.9. Neither the Company nor the Customer shall be liable to the other or any party claiming through the other for special or consequential damages.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

WALWORTH POTTERY CO. INC.

By: Edward K. Kozak

Title: President

Customer

Fitchburg Gas and Electric Light Company

By: Robert E. Bissler

Title: Vice President and General Manager

Company

*Director
of Operations*

Exhibit I - Page 1 of 2

**Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement**

Customer Equipment , Alternative Fuel, and Heating Value (Section 8.2)
(add more pages as needed)

Make: Weishaupt
Model: RGL 60/2-A ZMD
Capacity: 375 CFM
Design Pressure: 3 PSI
Maximum Gas Input: 5 PSI
Alternative Fuel: #2 Fuel Oil
Sulfur Content: N/A
Heating Value (BTU/gallon): 138,500

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value (BTU/gallon): _____

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value (BTU/gallon): _____

Exhibit I - Page 2 of 2

Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement

Customer personnel (Section 18.3)

Name: EDWARD KRYSIAK
Phone: 978-342-6038
Fax: 978-345-4844

Name: Dispatcher
Phone: (978) 342-5056
Fax: (978) 353-3226



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION
**DEPARTMENT OF
TELECOMMUNICATIONS & ENERGY**
100 CAMBRIDGE STREET, 12TH FLOOR
BOSTON, MA 02202

DTE 02-24/25 (Gas)
Attachment AG-7-5
Page 19 of 69

A. PAUL CELLUCCI
GOVERNOR

JANE SWIFT
LIEUTENANT GOVERNOR

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DIRECTOR OF CONSUMER AFFAIRS
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EUGENE J. SULLIVAN, JR.
COMMISSIONER

PAUL B. VASINGTON
COMMISSIONER

June 22, 1999

Karen M. Asbury
Manager of Regulatory Affairs
Fitchburg Gas and Electric Light Company
6 Liberty Lane West
Hampton, NH 03842-1720

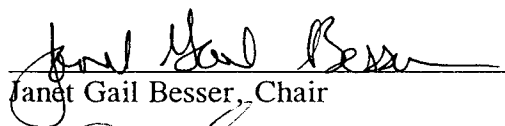
Re: Fitchburg Gas and Electric Light Company and Seaman Paper Co. of Massachusetts, Inc.
(GC 99-16)

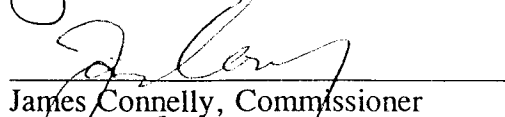
Dear Ms. Asbury:

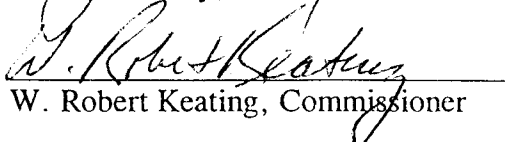
On May 17, 1999 Fitchburg Gas and Electric Light Company ("Fitchburg" or "Company") submitted to the Department of Telecommunications and Energy ("Department") a request for approval of a standard offer contract for interruptible city gate gas supply ("IS") between itself and Seaman Paper Co. of Massachusetts, Inc.

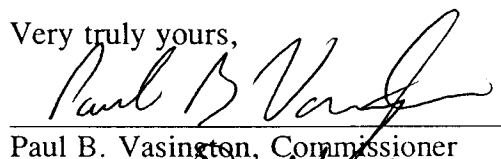
Regarding the proposed IS agreement, the Department notes that it adheres to the standard agreement that the Department approved on July 2, 1997. Therefore, the Department approves the proposed IS agreement. However, in the event that the Company's marginal cost to provide sales under this agreement exceeds the rate for the IS service being provided, the Company may not provide service under this agreement without prior Department approval.

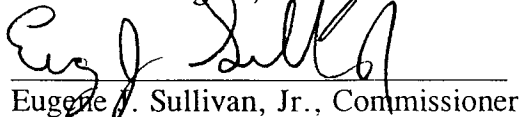
Very truly yours,


Janet Gail Besser, Chair


James Connelly, Commissioner


W. Robert Keating, Commissioner


Paul B. Vasington, Commissioner


Eugene J. Sullivan, Jr., Commissioner

cc: James W. Stetson, Assistant Attorney General

Fax: (617) 723-8812 TTY: (800) 323-3298

www.magnet.state.ma.us/dpu/



May 17, 1999

Mary L. Cottrell, Secretary
Massachusetts Department of Telecommunications and Energy
100 Cambridge Street, 12th Floor
Boston, MA 02202

Re: Filing of Standard Offer Contract for Interruptible City-Gate Gas
Supply between Fitchburg Gas and Electric Light Company and Seaman
Paper Co. of Massachusetts, Inc.

Dear Ms. Cottrell,

On behalf of Fitchburg Gas and Electric Light Company (FG&E), enclosed please find two (2) copies of the Standard Offer Contract for Interruptible City-Gate Gas Supply between FG&E and Seaman Paper Co. of Massachusetts, Inc., a Massachusetts corporation located in Fitchburg, for the Department's consideration. This agreement will become effective upon the Department's approval.

FG&E's Standard Offer Contract was approved by the Department by letter order dated July 2, 1997 in GC 97-13. Pursuant to the Department's directive, FG&E is hereby submitting each contract the Company enters into for Department approval. The Company acknowledges that approval of this contract is subject to the understanding that FG&E will not sell gas at a rate which is less than the cost of gas purchased by the Company to serve this customer.

Enclosed is the filing fee of \$15.00. Please contact me if you have any questions regarding this filing.

Sincerely,

Karen M. Asbury
Manager of Regulatory Services

Enclosure

cc: George Yiankos, Director of Gas Division

Corporate Office

6 Liberty Lane West
Hampton, NH 03842-1720

phone: 603 772-0775
fax: 603 773-6605

email: corp@unitil.com

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

STANDARD OFFER CONTRACT

FOR

INTERRUPTIBLE CITY-GATE GAS SUPPLY

Filed: June 2, 1997

Effective Date: July 2, 1997

Approved: July 2, 1997

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY

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FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY

This Agreement made this 20th day of April, 19 99, by and between Fitchburg Gas and Electric Light Company, a Massachusetts corporation located in the City of Fitchburg, Massachusetts (hereinafter referred to as the "Company") and Samantha P. O. of MA, Inc., a corporation located in Templeton, MA (hereinafter referred to as the "Customer").

WHEREAS, the Company owns and operates a gas distribution system in the Commonwealth of Massachusetts; and

WHEREAS, the Company offers interruptible transportation service pursuant to a Standard Offer Contract For Interruptible Transportation Of Gas; and

WHEREAS, the Customer, from time to time, desires to purchase from the Company an interruptible gas supply delivered to the Company's city-gate; and

WHEREAS, the Company is willing to provide such interruptible supply to the Customer

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, it is agreed as follows:

1 DEFINITIONS

When used in this Agreement with initial capitalization, whether in singular or plural form, the following terms shall have the meaning set forth below:

- 1.1. Agreement: This Standard Offer Contract for City-Gate Gas Supply, including all of its Exhibits, as may be amended periodically.
- 1.2. Bill: A monthly statement of charges from the Company to the Customer for services rendered in the preceding Billing Month(s).
- 1.3. Billing Date: The date on which a bill is rendered by the Company to the Customer.

- 1.4. Billing Month: The period between monthly meter readings which measures services rendered for which Bills are prepared. The Billing Month shall be as near as practicable to a calendar month.
- 1.5. BTU: British Thermal Unit.
- 1.6. Contracted Gas: The gas delivered by the Company, for the Customer's account, pursuant to this Agreement.
- 1.7. Curtailment: A reduction in the volume of gas purchased by the Customer pursuant to this Agreement, which may continue for a defined period or indefinitely.
- 1.8. Customer's Alternative Fuel: The non-gas fuel the Customer will use to operate its dual-fuel equipment when the Company is not providing gas supply to the Customer pursuant to this Agreement.
- 1.9. Daily Scheduled Quantity: The daily amount of Contracted Gas, in Therms, the Customer requests the Company to supply each Day.
- 1.10. Interruption: The complete discontinuance of the supply of gas to the Customer under this Agreement, which may continue for a defined or indefinite period.
- 1.11. MMBTU: One million (1,000,000) BTU's = 10 Therms.
- 1.12. Parties: The Company and the Customer.
- 1.13. Therm: 1 Therm = 100,000 BTUs.

2 CONDITIONS PRECEDENT

- 2.1. The Parties to this Agreement have also executed Fitchburg Gas and Electric Light Company's Standard Offer Contract For Interruptible Transportation Of Gas.

3 SCOPE OF AGREEMENT

- 3.1. When requested by the Customer, the Company will provide an interruptible supply of gas delivered to the Company's city-gate for the Customer's use.

4 TERM OF AGREEMENT

- 4.1. This Agreement shall begin on April 20, 19 99, and shall continue in effect until April 20, ~~19~~ 2000, and year to year thereafter unless terminated by either Party giving to the other thirty (30) days written notice. The Company has the right to extend the termination notice period by notifying the Customer in writing.

5 EFFECTIVE DATE OF AGREEMENT

- 5.1. This Agreement and any subsequent amendments to the Agreement shall become effective upon execution, unless the Agreement is subject to filing or approval of any regulatory authority having jurisdiction, in which case this Agreement shall become effective in accordance with the laws or regulations setting forth such requirement.

6 CURTAILMENT / INTERRUPTION PROVISIONS

- 6.1. The CURTAILMENT / INTERRUPTION PROVISIONS (Section 6) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.
- 6.2. The interruption of gas supply shall not be the basis for claims or damages, if any, sustained by the Customer by reason of such interruption.

7 CHARACTER OF SERVICE

- 7.1. An interruptible supply of gas of not less than 1,000 BTU per cubic foot shall be furnished hereunder.

8 USE OF INTERRUPTIBLE SERVICE

- 8.1. In no case shall gas supplied hereunder be used by the Customer interchangeably with gas supplied under any other rate schedule or service agreement with the Company, except for service supplied under a Standard Offer Contract for Interruptible Transportation of Gas.
- 8.2. The Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment specified in Exhibit I. Maximum gas input at any time will be limited to the amounts specified in Exhibit I.

9 DETERMINATION OF AMOUNT OF GAS SUPPLY

- 9.1. The Customer's dispatcher (or its designee) shall notify the Company's dispatcher of the daily amount of Contracted Gas it requests the Company to supply, the Daily Scheduled Quantity, at least four (4) hours prior to the Tennessee Gas Pipeline Company's scheduling deadline for such day, unless the Company's dispatcher agrees to a shorter time period for such advance notice. For first of the month requests for gas supply, the Customer's dispatcher (or its designee) shall notify the Company's dispatcher at least four (4) business days prior to the beginning of the month or twenty-four (24) hours before the Tennessee Gas Pipeline first of the month deadline, whichever is earlier. After such advance notice by the Customer, the Company's dispatcher will, as promptly as is practicable, advise the Customer's dispatcher of the portion of the Contracted Gas so requested by the Customer which the Company will supply to the Company's City-Gate on the Customer's behalf.

10 CHARGE FOR CITY-GATE GAS SUPPLY SERVICE

- 10.1. The monthly charge for city-gate gas supply service will be determined as follows:

$$C = \text{EMCC times } Q$$

where:

C = the monthly charge in dollars.

EMCC = the estimated marginal commodity cost of the Company's pipeline natural gas for the Billing Month, expressed in dollars per MMBTU, as determined by the Company on the twenty-first day, or the next working day, if the twenty-first day is a weekend or holiday, of the calendar month preceding the Billing Month during which this charge will apply.

Q = the quantity of Contracted Gas in MMBTU.

10.2. Alternate Pricing Provision

The EMCC determined in accordance with Section 10.1 above shall apply during the Billing Month so long as the Company can purchase gas from its suppliers at an acquisition price equal to or less than the EMCC. The Company may revise the EMCC at any time and offer the Customer continued service, at a revised EMCC in the event the Company's acquisition cost of gas is expected to exceed the original EMCC.

11 PROVISION FOR FUTURE TAXES

11.1. In addition to other payments provided for herein, the Customer shall pay the Company the amount of any tax (e.g., sales or excise tax) on the Company's gas supply, not now in effect, which the Company may hereafter be required to pay or collect by any federal, state or local law.

12 METERING

12.1. The METERING provision (Section 14) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.

13 TERMS OF PAYMENT

13.1. The charges for service under this contract shall be billed monthly and payable upon presentation of a bill. Interest charges will be added from the date of the original bill if current charges are not paid and received by the Company or its agents within ten (10) days from the date on the bill. The interest charges shall

be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31st of any year, plus ten percentage points (i.e., 1,000 basis points). The monthly interest charge shall be added to the Customer's account until all arrears have been paid.

- 13.2. If the Customer fails to make a payment within ten (10) days from the date on the bill, the Company may terminate this Agreement with five (5) days notice (without waiving any other rights the Company may have such as the right to receive any and all payments due hereunder, including without limitation, any late payment charges accrued with respect thereto as provided for in Section 13.1).
- 13.3. In the event the Customer, in good faith, disputes the amount of any bill, the Customer shall pay the undisputed portion of such bill and shall notify the Company in writing of such dispute no later than ten (10) days from the date of the bill, indicating the amount of such bill subject to dispute and briefly describing the nature of such dispute. In such event, the Parties shall use their best efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice. Interest on the disputed portion of any such bill shall not be payable during the dispute period but is billable to the Customer for that period if subsequently the merits of the dispute are found to be unwarranted by the Company.

14 CUSTOMER DEPOSITS

- 14.1. The Company may, at its option, require a deposit, prepayment or other arrangement to guarantee payment for services rendered hereunder.

15 PUBLIC REGULATION

- 15.1. The Company is a public utility subject to regulation by the Massachusetts Department of Public Utilities. Compliance by the Company with any order,

rule, or regulation of the Department or any other regulatory authority with jurisdiction which modifies the provisions of this Agreement shall not constitute a breach hereof. Any amendments to this Agreement that may be required as a result of any order, rule, or regulation shall be made in accordance with Section 20.3. Either the Company or the Customer, if affected adversely by such order, shall have the option after the issuance of such order to terminate this Agreement by giving sixty (60) days written notice of termination to the other Party.

16 DEFAULT

- 16.1. If either Party shall fail to perform or otherwise be in default of any of its obligations under this Agreement, the other Party may terminate this Agreement by giving the defaulting Party written notice stating specifically the nature of the default and giving notice of termination. Any termination of this Agreement shall be without prejudice of the right of the Company to collect any payments due the Company for service hereunder prior to the time of termination including interest, late payment charges and any other properly applied charges.
- 16.2. Any Party in default shall have five (5) days after such notice is given in which to remedy the default to the extent required under this Agreement. If such default is remedied and the notifying Party is fully indemnified for any and all consequences, then this Agreement shall continue in full force and effect. If the default is not remedied, then the notifying Party shall have the right to terminate this Agreement immediately without further notice.

17 FORCE MAJEURE

- 17.1. Neither Party shall be liable for any breach, delay, or nonperformance hereunder, whether material or immaterial, or whether affecting total or partial performance, which directly, or indirectly, results from, or is caused, in whole or in part, by revolutions, or other disorders; wars; declared or undeclared acts of public enemies; or other restrictions imposed by laws; arrest or restraint of officials; or acts of God; accidents; or by breakdown or injury to storage

facilities, pipelines, machinery, or other facilities of either Party used for production, manufacturing, transportation, delivery, receiving, storage, handling, or utilization of the products purchased hereunder; or by fires, storms, explosions, or other casualties; or by strikes, lockouts, stoppage, or restraint of labor, either partial or general, from whatever cause; or if performance hereunder is hindered, delayed, or prevented by, or would violate or controvert any law, rule, order or request of government, Federal, State, or foreign, or any agency or representative thereof; or which directly or indirectly results from any cause beyond either Parties' control, whether such other causes be of the classes herein specifically provided for, or not. Force Majeure shall not relieve the Customer from making payments due for service rendered prior to or during the Force Majeure event in accordance with this Agreement.

18 CONTACTS

- 18.1. The Customer may contact the Company at any time at the following numbers which may be revised from time to time :

Dispatch Office: Telephone ~~(508) 342-5056~~ (978) 342-5056
Fax ~~(508) 345-2000~~ (978) 353-3226

- 18.2. The dispatcher on duty will inform the Customer of the availability and price of interruptible gas supply, and the amount which is subsequently scheduled.
- 18.3. The Company may contact the Customer personnel listed in Exhibit I which may be revised from time to time for purposes of making such confirmations, or to order the interruption of gas, verbally or by fax.

19 NOTICES

- 19.1. Except as provided in Section 18 above, all notices required or permitted to be given hereunder shall be deemed given upon mailing such notices by registered or certified mail, postage prepaid, addressed as follows:

If to Customer: George P. Jones, III
Seaman Paper Co. of MA, Inc.
P.O. Box 21
Baldwinville, MA 01436

If to Company: Fitchburg Gas and Electric Light Company
285 John Fitch Highway
Fitchburg, MA 01420
Attn: Vice President and General Manager

19.2. Either Party may change its notice address by giving written notice of such new address to the other Party.

20 MISCELLANEOUS

- 20.1. This Agreement, together with the Exhibits attached hereto, represent the entire Agreement between the Parties with respect to the interruptible supply of gas, and supersedes in all respects any prior or contemporaneous agreements between the Parties, written or oral, with respect to the interruptible supply of gas. All amendments to this Agreement will be by mutual agreement and evidenced by a written amendment signed by the Parties.
- 20.2. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Customer without the prior written consent by the Company which consent shall not be unreasonably withheld.
- 20.3. This Agreement will be construed in accordance with and controlled by the laws of the Commonwealth of Massachusetts.
- 20.4. This Agreement shall be subject to the Rules and Regulations of the Company's Tariff for Gas Service as filed by the Company from time to time with the

Department, where applicable. In the event of a conflict between said Rules and Regulations and the provisions of this Agreement, this Agreement shall govern.

- 20.5. Notwithstanding any other provision to the contrary, no waiver by either Party of any default(s) or breach(es) of any of the obligations contained in this Agreement to be performed by the other Party shall be construed as a waiver of any succeeding default(s) or breach(es) of the same or any other obligation or conditions.
- 20.6. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 20.7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 20.8. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any provision hereof.
- 20.9. Neither the Company nor the Customer shall be liable to the other or any party claiming through the other for special or consequential damages.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

<u>SEAMAN PAPER CO OF MA INC</u>	<u>Fitchburg Gas and Electric Light Company</u>
By: <u>George D. Smith</u>	By: <u>[Signature]</u>
Title: <u>PRESIDENT</u>	Title: <u>Vice President and General Manager</u>
Customer	-Company-

Exhibit I - Page 1 of 2

Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement

Customer Equipment, Alternative Fuel, and Heating Value (Section 8.2)
(add more pages as needed)

Make: HURST PACKAGE 3 PASS WET SCOTCH MARINE BOIL
Model: S-400-100HP-G/O-UL-FM-CSD-1
Capacity: 100 HP
Design Pressure: 150 PSI
Maximum Gas Input: 4200 CFH
Alternative Fuel: #2 FUEL OIL
Sulfur Content: N/A
Heating Value (BTU/gallon): 139000

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value (BTU/gallon): _____

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value (BTU/gallon): _____

Exhibit I - Page 2 of 2

Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement

Customer personnel (Section 18.3)

Name: Bill Romainville
Phone: (978) 630-8669
Fax: (978) 630-0204

or designate

Name: George D. Jones, III
Phone: (978) 939-2146
Fax: N/A

pager (978) 963-1936



The Commonwealth of Massachusetts

Department of Public Utilities

Leverett Saltonstall Building, Government Center

100 Cambridge Street, Boston 02202

August 22, 1997

DTE 02-24/25 (Gas)
Attachment AG-7-5
Page 35 of 69

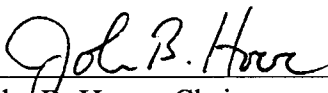
Karen M. Asbury
Unitil Service Corporation
6 Liberty Lane West
Hampton, NH 03842-1720

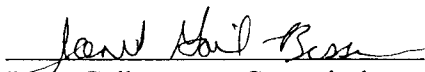
Re: Agreement for Interruptible City-Gate Gas Supply Between Fitchburg Gas and Electric Company and Crocker Technical Papers, Inc., GC 97-17

Dear Ms. Asbury:

On August 11, 1997, Fitchburg Gas and Electric Company ("Company") filed with the Department of Public Utilities ("Department") a request for approval of an Interruptible City-Gate Gas Supply Agreement ("Agreement") between the Company and Crocker Technical Papers, Inc. The Department notes that pricing under the Agreement is set at the Company's estimated marginal commodity cost of pipeline natural gas, as stated in the Company's approved Standard Interruptible City-Gate Gas Supply Agreement, and hereby approves the contract. This approval is subject to the condition that the Company will not sell gas pursuant to this Agreement at a rate which is less than the cost of gas purchased by the Company to serve this customer.

Very truly yours,


John B. Howe, Chairman


Janet Gail Besser, Commissioner

cc: Mary L. Cottrell, Secretary
James W. Stetson, Esq.

Scanned ✓



August 11, 1997

Mary L. Cottrell, Secretary
Massachusetts Department of Public Utilities
100 Cambridge Street, 12th Floor
Boston, MA 02202

Re: Filing of Standard Offer Contract for Interruptible City-Gate Gas
Supply between Fitchburg Gas and Electric Light Company and Crocker
Technical Papers, Inc.

Dear Ms. Cottrell,

On behalf of Fitchburg Gas and Electric Light Company (FG&E), enclosed please find two (2) copies of the Standard Offer Contract for Interruptible City-Gate Gas Supply between FG&E and Crocker Technical Papers, Inc., a Massachusetts corporation located in Fitchburg for the Department's consideration. This agreement will become effective upon the Department's approval.

FG&E's Standard Offer Contract was approved by the Department by letter order dated July 2, 1997 in GC 97-13. Pursuant to the Department's directive, FG&E is hereby submitting each contract the Company enters into for Department approval. The Company acknowledges that approval of this contract is subject to the understanding that FG&E will not sell gas at a rate which is less than the cost of gas purchased by the Company to serve this customer.

Enclosed is the filing fee of \$15.00. Please contact me if you have any questions regarding this filing.

Sincerely,

Karen M. Asbury
Manager of Regulatory Services

Enclosure
cc: George Yiankos, Director of Gas Division

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

STANDARD OFFER CONTRACT

FOR

INTERRUPTIBLE CITY-GATE GAS SUPPLY

Filed: June 2, 1997

Effective Date: July 2, 1997

Approved: July 2, 1997

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
1.	Definitions	3
2.	Conditions Precedent	4
3.	Scope of Agreement	5
4.	Term of Agreement	5
5.	Effective Date of Agreement	5
6.	Curtailment/Interruption Provisions	5
7.	Character of Service	5
8.	Use of Interruptible Service	6
9.	Determination of Amount of Gas Supply	6
10.	Charge for City-Gate Gas Supply Service	6
11.	Provision for Future Taxes	7
12.	Metering	7
13.	Terms of Payment	7
14.	Customer Deposits	8
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17.	Force Majeure	9
18.	Contacts	10
19.	Notices	10
20.	Miscellaneous	11

**FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
STANDARD OFFER CONTRACT FOR
INTERRUPTIBLE CITY-GATE GAS SUPPLY**

This Agreement is made this 22 day of July, 1997, by and between Fitchburg Gas and Electric Light Company, a Massachusetts corporation located in the City of Fitchburg, Massachusetts (herein after referred to as the "Company") and Crocker Technical Papers, Inc., a Massachusetts corporation located at 431 Westminster Street, Fitchburg, Massachusetts (herein after referred to as the "Customer").

WHEREAS, the Company owns and operates a gas distribution system in the Commonwealth of Massachusetts; and

WHEREAS, the Company offers interruptible transportation service pursuant to a Standard Offer Contract For Interruptible Transportation Of Gas; and

WHEREAS, the Customer, from time to time, desires to purchase from the Company an interruptible gas supply delivered to the Company's city-gate; and

WHEREAS, the Company is willing to provide such interruptible supply to the Customer

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, it is agreed as follows:

1 DEFINITIONS

When used in this Agreement with initial capitalization, whether in singular or plural form, the following terms shall have the meaning set forth below:

- 1.1. Agreement: This Standard Offer Contract for City-Gate Gas Supply, including all of its Exhibits, as may be amended periodically.
- 1.2. Bill: A monthly statement of charges from the Company to the Customer for services rendered in the preceding Billing Month(s).
- 1.3. Billing Date: The date on which a bill is rendered by the Company to the Customer.

- 1.4. Billing Month: The period between monthly meter readings which measures services rendered for which Bills are prepared. The Billing Month shall be as near as practicable to a calendar month.
- 1.5. BTU: British Thermal Unit.
- 1.6. Contracted Gas: The gas delivered by the Company, for the Customer's account, pursuant to this Agreement.
- 1.7. Curtailment: A reduction in the volume of gas purchased by the Customer pursuant to this Agreement, which may continue for a defined period or indefinitely.
- 1.8. Customer's Alternative Fuel: The non-gas fuel the Customer will use to operate its dual-fuel equipment when the Company is not providing gas supply to the Customer pursuant to this Agreement.
- 1.9. Daily Scheduled Quantity: The daily amount of Contracted Gas, in Therms, the Customer requests the Company to supply each Day.
- 1.10. Interruption: The complete discontinuance of the supply of gas to the Customer under this Agreement, which may continue for a defined or indefinite period.
- 1.11. MMBTU: One million (1,000,000) BTU's = 10 Therms.
- 1.12. Parties: The Company and the Customer.
- 1.13. Therm: 1 Therm = 100,000 BTUs.

2 CONDITIONS PRECEDENT

- 2.1. The Parties to this Agreement have also executed Fitchburg Gas and Electric Light Company's Standard Offer Contract For Interruptible Transportation Of Gas.

3 SCOPE OF AGREEMENT

- 3.1. When requested by the Customer, the Company will provide an interruptible supply of gas delivered to the Company's city-gate for the Customer's use.

4 TERM OF AGREEMENT

- 4.1. This Agreement shall begin on July 22, 1977, and shall continue in effect until July 22, 1998, and year to year thereafter unless terminated by either Party giving to the other thirty (30) days written notice. The Company has the right to extend the termination notice period by notifying the Customer in writing.

5 EFFECTIVE DATE OF AGREEMENT

- 5.1. This Agreement and any subsequent amendments to the Agreement shall become effective upon execution, unless the Agreement is subject to filing or approval of any regulatory authority having jurisdiction, in which case this Agreement shall become effective in accordance with the laws or regulations setting forth such requirement.

6 CURTAILMENT / INTERRUPTION PROVISIONS

- 6.1. The CURTAILMENT / INTERRUPTION PROVISIONS (Section 6) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.
- 6.2. The interruption of gas supply shall not be the basis for claims or damages, if any, sustained by the Customer by reason of such interruption.

7 CHARACTER OF SERVICE

- 7.1. An interruptible supply of gas of not less than 1,000 BTU per cubic foot shall be furnished hereunder.

8 USE OF INTERRUPTIBLE SERVICE

- 8.1. In no case shall gas supplied hereunder be used by the Customer interchangeably with gas supplied under any other rate schedule or service agreement with the Company, except for service supplied under a Standard Offer Contract for Interruptible Transportation of Gas.
- 8.2. The Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment specified in Exhibit I. Maximum gas input at any time will be limited to the amounts specified in Exhibit I.

9 DETERMINATION OF AMOUNT OF GAS SUPPLY

- 9.1. The Customer's dispatcher (or its designee) shall notify the Company's dispatcher of the daily amount of Contracted Gas it requests the Company to supply, the Daily Scheduled Quantity, at least four (4) hours prior to the Tennessee Gas Pipeline Company's scheduling deadline for such day, unless the Company's dispatcher agrees to a shorter time period for such advance notice. For first of the month requests for gas supply, the Customer's dispatcher (or its designee) shall notify the Company's dispatcher at least four (4) business days prior to the beginning of the month or twenty-four (24) hours before the Tennessee Gas Pipeline first of the month deadline, whichever is earlier. After such advance notice by the Customer, the Company's dispatcher will, as promptly as is practicable, advise the Customer's dispatcher of the portion of the Contracted Gas so requested by the Customer which the Company will supply to the Company's City-Gate on the Customer's behalf.

10 CHARGE FOR CITY-GATE GAS SUPPLY SERVICE

- 10.1. The monthly charge for city-gate gas supply service will be determined as follows:

$$C = EMCC \text{ times } Q$$

where:

C = the monthly charge in dollars.

EMCC = the estimated marginal commodity cost of the Company's pipeline natural gas for the Billing Month, expressed in dollars per MMBTU, as determined by the Company on the twenty-first day, or the next working day, if the twenty-first day is a weekend or holiday, of the calendar month preceding the Billing Month during which this charge will apply.

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The EMCC determined in accordance with Section 10.1 above shall apply during the Billing Month so long as the Company can purchase gas from its suppliers at an acquisition price equal to or less than the EMCC. The Company may revise the EMCC at any time and offer the Customer continued service, at a revised EMCC in the event the Company's acquisition cost of gas is expected to exceed the original EMCC.

11 PROVISION FOR FUTURE TAXES

11.1. In addition to other payments provided for herein, the Customer shall pay the Company the amount of any tax (e.g., sales or excise tax) on the Company's gas supply, not now in effect, which the Company may hereafter be required to pay or collect by any federal, state or local law.

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12.1. The METERING provision (Section 14) of the Company's Standard Offer Contract For Interruptible Transportation Of Gas shall apply hereunder.

13 TERMS OF PAYMENT

13.1. The charges for service under this contract shall be billed monthly and payable upon presentation of a bill. Interest charges will be added from the date of the original bill if current charges are not paid and received by the Company or its agents within ten (10) days from the date on the bill. The interest charges shall

be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31st of any year, plus ten percentage points (i.e., 1,000 basis points). The monthly interest charge shall be added to the Customer's account until all arrears have been paid.

13.2. If the Customer fails to make a payment within ten (10) days from the date on the bill, the Company may terminate this Agreement with five (5) days notice (without waiving any other rights the Company may have such as the right to receive any and all payments due hereunder, including without limitation, any late payment charges accrued with respect thereto as provided for in Section 13.1).

13.3. In the event the Customer, in good faith, disputes the amount of any bill, the Customer shall pay the undisputed portion of such bill and shall notify the Company in writing of such dispute no later than ten (10) days from the date of the bill, indicating the amount of such bill subject to dispute and briefly describing the nature of such dispute. In such event, the Parties shall use their best efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice. Interest on the disputed portion of any such bill shall not be payable during the dispute period but is billable to the Customer for that period if subsequently the merits of the dispute are found to be unwarranted by the Company.

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15.1. The Company is a public utility subject to regulation by the Massachusetts Department of Public Utilities. Compliance by the Company with any order,

rule, or regulation of the Department or any other regulatory authority with jurisdiction which modifies the provisions of this Agreement shall not constitute a breach hereof. Any amendments to this Agreement that may be required as a result of any order, rule, or regulation shall be made in accordance with Section 20.3. Either the Company or the Customer, if affected adversely by such order, shall have the option after the issuance of such order to terminate this Agreement by giving sixty (60) days written notice of termination to the other Party.

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- 16.2. Any Party in default shall have five (5) days after such notice is given in which to remedy the default to the extent required under this Agreement. If such default is remedied and the notifying Party is fully indemnified for any and all consequences, then this Agreement shall continue in full force and effect. If the default is not remedied, then the notifying Party shall have the right to terminate this Agreement immediately without further notice.

17 FORCE MAJEURE

- 17.1. Neither Party shall be liable for any breach, delay, or nonperformance hereunder, whether material or immaterial, or whether affecting total or partial performance, which directly, or indirectly, results from, or is caused, in whole or in part, by revolutions, or other disorders; wars; declared or undeclared acts of public enemies; or other restrictions imposed by laws; arrest or restraint of officials; or acts of God; accidents; or by breakdown or injury to storage

facilities, pipelines, machinery, or other facilities of either Party used for production, manufacturing, transportation, delivery, receiving, storage, handling, or utilization of the products purchased hereunder; or by fires, storms, explosions, or other casualties; or by strikes, lockouts, stoppage, or restraint of labor, either partial or general, from whatever cause; or if performance hereunder is hindered, delayed, or prevented by, or would violate or controvert any law, rule, order or request of government, Federal, State, or foreign, or any agency or representative thereof; or which directly or indirectly results from any cause beyond either Parties' control, whether such other causes be of the classes herein specifically provided for, or not. Force Majeure shall not relieve the Customer from making payments due for service rendered prior to or during the Force Majeure event in accordance with this Agreement.

18 CONTACTS

- 18.1. The Customer may contact the Company at any time at the following numbers which may be revised from time to time :

Dispatch Office: Telephone (508) 342-5056
Fax (508) 345-2090

- 18.2. The dispatcher on duty will inform the Customer of the availability and price of interruptible gas supply, and the amount which is subsequently scheduled.
- 18.3. The Company may contact the Customer personnel listed in Exhibit I which may be revised from time to time for purposes of making such confirmations, or to order the interruption of gas, verbally or by fax.

19 NOTICES

- 19.1. Except as provided in Section 18 above, all notices required or permitted to be given hereunder shall be deemed given upon mailing such notices by registered or certified mail, postage prepaid, addressed as follows:

If to Customer: Crocker Technical Papers, Inc.
431 Westminister Street
Fitchburg, MA 01420
Attn: Larry Gelsomini, President

If to Company: Fitchburg Gas and Electric Light Company
285 John Fitch Highway
Fitchburg, MA 01420
Attn: Vice President and General Manager

- 19.2. Either Party may change its notice address by giving written notice of such new address to the other Party.

20 MISCELLANEOUS

- 20.1. This Agreement, together with the Exhibits attached hereto, represent the entire Agreement between the Parties with respect to the interruptible supply of gas, and supersedes in all respects any prior or contemporaneous agreements between the Parties, written or oral, with respect to the interruptible supply of gas. All amendments to this Agreement will be by mutual agreement and evidenced by a written amendment signed by the Parties.
- 20.2. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Customer without the prior written consent by the Company which consent shall not be unreasonably withheld.
- 20.3. This Agreement will be construed in accordance with and controlled by the laws of the Commonwealth of Massachusetts.
- 20.4. This Agreement shall be subject to the Rules and Regulations of the Company's Tariff for Gas Service as filed by the Company from time to time with the Department, where applicable. In the event of a conflict between said Rules and Regulations and the provisions of this Agreement, this Agreement shall govern.

- 20.5. Notwithstanding any other provision to the contrary, no waiver by either Party of any default(s) or breach(es) of any of the obligations contained in this Agreement to be performed by the other Party shall be construed as a waiver of any succeeding default(s) or breach(es) of the same or any other obligation or conditions.
- 20.6. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 20.7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 20.8. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretations of this Agreement or any provision hereof.
- 20.9. Neither the Company nor the Customer shall be liable to the other or any party claiming through the other for special or consequential damages.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Crocker Technical Papers, Inc.

**Unitil/Fitchburg Gas and Electric Light
Company**

By: Larry J. Gelsomini
Larry Gelsomini
President

By: M. Mitchell Bodnarchuk
M. Mitchell Bodnarchuk
Vice President and General Manager

Exhibit I - Page 1 of 2
Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement

Customer Equipment , Alternative Fuel, and Heating Value (Section 8.2)
(add more pages as needed)

Make: CLEAVER - BROOKS
Model: CB-400-600-350 #
Capacity: 20,700 lbs/hr
Design Pressure: 32.5
Maximum Gas Input: ~~18,825 CFH~~ 25,100 CFH
Alternative Fuel: #6 Fuel oil 168 gal/hr
Sulfur Content: 1/2 %
Heating Value (BTU/gallon): 151,000 BTU/gallon

INPUT RATING
25.1 MM BTU/hr

Make: CLEAVER - BROOKS
Model: CB-400-600-350 #
Capacity: 20,700 lbs/hr
Design Pressure: 32.5
Maximum Gas Input: 25,100 CFH
Alternative Fuel: #6 Fuel oil 168 gal/hr
Sulfur Content: 1/2 %
Heating Value (BTU/gallon): 151,000

Make: _____
Model: _____
Capacity: _____
Design Pressure: _____
Maximum Gas Input: _____
Alternative Fuel: _____
Sulfur Content: _____
Heating Value (BTU/gallon): _____

Exhibit I - Page 2 of 2

**Fitchburg Gas and Electric Light Company
Interruptible City-Gate Gas Supply Agreement**

Customer personnel (Section 18.3)

Name: LARRY GELSOMINI

Phone: 508 345-7771

Fax: 508 345-4051

Name: _____

Phone: _____

Fax: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by Fitchburg Gas and Electric Light Company ("FG&E") and Simonds Cutting Tools, Division of Wallace Murray Corp. (the "Customer") (collectively, the "Parties") for the purpose of implementing a temporary change in the use of interruptible gas service supplied by FG&E to the Customer. In consideration of the mutual agreements hereinafter set forth, it is agreed as follows:

WHEREAS, FG&E and the Customer entered into an Agreement dated June 2, 1980, under which FG&E supplies, and Customer purchases, interruptible gas service (the "Agreement"), which Agreement was temporarily extended on November 29, 1994 is still in full force and effect; and

WHEREAS, Article VI of that Agreement, entitled "Use of Interruptible Service", states that the Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment so specified; and

WHEREAS, the Customer has requested interruptible gas service for the following additional equipment:

Make	Samsco
Model	700 Series Evaporator
Capacity	750,000 BTU/hr.
Design Pressure	2 lbs
Maximum Gas Output	750,000 BTU/hr
Alternate Fuel	#6 oil
Sulfur Content	2%
Heating Value (BTU/Gallon)	147,000 BTU/Gallon

NOW, THEREFORE, the Parties agree that Article VI of the Agreement shall be expanded to include the additional equipment described above with the following conditions:

1. Term. This MOU shall be effective for a two month period beginning 9/9/96 and ending 11/9/96. The Agreement and MOU shall continue in effect on a month to month basis until the first day of the month following the date the Massachusetts Department of Public Utilities ("MDPU") approves a new Interruptible Gas Sales contract that is required as a result of both Federal Energy Regulatory Commission and MDPU orders.

2. Limitations. The Parties agree that this MOU is limited to the terms stated herein and that all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, said Parties have signed this MOU on this 9th day of Sept., 1996.

**FITCHBURG GAS AND ELECTRIC
LIGHT COMPANY**

By: [Signature]
M. Mitchell Bodnarchuk, Vice President
and General Manager

Simonds Industries, Inc.
SIMONDS CUTTING TOOLS
DIVISION OF WALLACE MURRAY CORP.

By: [Signature]
Robert Deedrick
Vice President of Manufacturing

[Signature]
[Signature]
9-16-96

This Agreement made this *2nd* day of *June* 1980 by and between

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

a Massachusetts corporation, located in the City of Fitchburg, Massachusetts, (hereinafter called the "Company") party of the first part, and

SIMONDS CUTTING TOOLS
DIVISION OF WALLACE MURRAY CORP.

a corporation established under the laws of the State of Delaware, (hereinafter called the "Customer") party of the second part.

Witnesseth, that in consideration of the mutual agreements hereinafter set forth it is agreed as follows:

I. GENERAL

Subject to the terms and conditions of this Agreement, the Company agrees to furnish interruptible gas required by the Customer for its own use upon Customer's premises located at No. 91 Intervale Road, Fitchburg during the term of this Agreement, or any renewal or extension thereof.

II. EFFECTIVE DATE - TERM

The term of this Agreement and the customer's obligation to make payment hereunder shall begin on August 1, 1980 and terminate on December 31, 1980. At the expiration of such initial period the Agreement shall automatically continue unless terminated by either party giving to the other notice in writing of at least thirty (30) days.

Except where inconsistent with this Agreement, the Terms and Conditions of the Company, in force from time to time as filed with the Massachusetts Department of Public Utilities, are hereby incorporated by reference in and form a part of this Agreement.

III. CHARACTER OF SERVICE

An interruptible supply of gas of not less than 1000 Btu per cubic foot. All gas furnished hereunder shall be intermediate pressure, and except for momentary fluctuations, shall be delivered normally at a pressure approximately 2 psig.

IV. POINT OF DELIVERY

The Company agrees to deliver gas to a point of delivery on the premises of the Customer as mutually agreed upon.

The Customer shall provide and maintain at its own liability and expense such mains or pipes as may be required to convey the gas furnished from the above point of delivery to points of use, except that no such mains or pipes shall be constructed, rented, leased, maintained, or used directly or indirectly by the Customer in, over, under, or along public ways.

V. METERS AND METERING

Gas supplied hereunder for interruptible purposes will be metered by the Company separately, and in no case shall this gas be used by the Customer interchangeably with gas supplied under any other schedule of the Company.

VI. USE OF INTERRUPTIBLE SERVICE

The Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment described as follows:

Dual Fuel Boilers:

#1	Make	Cambridge Boiler
	Model	Horizontal Return Tube
	Capacity	90 gal. #6 Oil per hr.
	Design Pressure	12 psi
	Burner Make	Preferred Utilities
	Gas Input	13,000,000 Btuh

Max input at any time will be limited to 13,000 cfh (13 MCF/hr.)

The Customer shall install and maintain in usable condition, dual fuel burning equipment and keep on hand an adequate supply of alternate fuel for use when gas service is interrupted.

VII. RATE - MONTHLY

The Customer shall pay to the Company for all gas supplied hereunder an amount determined as follows:

A. Basic Rate

The price to be paid each month for all gas supplied hereunder will be a direct function of the price of No. 6, 1% sulphur oil as posted in the "Journal of Commerce Daily Petroleum Prices".

This price will be calculated in accordance with the following formula:

$$\text{Rate (\$ per MCF)} = \frac{(\text{Average posted price per barrel minus } \$0.90) \times 1,020,0}{42 \times \text{heating value of No. 6 oil}}$$

B. Definitions

1. Average Posted Price

The "average posted price per barrel" shall be defined as an amount computed as follows:

(a) add the lowest posted price of No. 6 oil for a tank car, f.o.b. Boston (given in dollars per barrel) for the first four Mondays of the calendar month in which the gas is supplied.

(b) divide the sum of the first four Mondays in (a) by four.

2. Heating Value of No. 6 Oil

The "heating value of No. 6 oil" will be assumed to be 147,000 BTU per gallon.

3. No. 6 Oil

Shall be the fuel oil with legally approved sulphur content for the above equipment during the calendar month in which gas is supplied.

No. 6 Oil (continued)

A letter from the Customer confirming this will be required by the Company.

VIII. MINIMUM CHARGE - PER CONTRACT YEAR

The minimum charge shall be \$500.00 per contract year; provided, however, that if service is made available or only required for less than 153 days in the contract year, this minimum charge shall be modified in the ratio that the number of days for which service is available or required bears to 153.

IX. NON-COMPLIANCE WITH NOTICE TO DISCONTINUE USE

If the customer fails to discontinue the use of gas after receiving notice to do so from the Company, the bill for gas subsequently used shall be at the rate of \$12.50 per mcf. However, if such failure to discontinue is due to the customer's dual fuel equipment being temporarily inoperable, the Company may, at its option, bill the Customer for gas subsequently used during the emergency, at the rate of \$5.00 per mcf; provided service to other customers is not impaired; and provided, also, that the Customer proceeds as expeditiously as possible to repair his dual fuel equipment.

X. AVAILABILITY OF SERVICE

Gas supplied hereunder is subject to interruption at any time upon two (2) hours' notice to the Customer, who shall discontinue entirely the use of gas, except related pilot use, until notified by the Company that it is again available. The determination of the necessity for interrupting gas service shall be made solely by the Company in each instance, and shall be final and binding. The interruption of gas service shall not be the basis for claims or damages, if any, sustained by the Customer by reason of such interruption.

XI. PAYMENT OF BILLS - LATE PAYMENT

Bills are net, and due upon presentation in accordance with the Company's Terms and Conditions in effect and as revised from time to time.

XII. SUPPLY AND CONTINUITY OF SERVICE

The Company's and Customer's obligations hereunder are conditioned upon the Company's ability to secure and retain such rights and permits, private, municipal, and otherwise, as may be necessary for the installation and continuance of its service hereunder.

The Company agrees to use reasonable diligence in securing necessary rights and permits, as aforesaid, and agrees to provide a supply of interruptible gas; but in case the interruptible supply shall be interrupted for the purpose of making changes in, or repairs to, the Company's plant or equipment; or fail in whole or in part by reason of labor troubles, accident, legal process; Federal, State, or Municipal interference; or any cause whatsoever beyond the Company's control, the Company shall not thereby become guilty of any default under the provisions of Article XIV, nor be liable for any damages resulting therefrom; but it shall be bound in good faith to resume service as soon as reasonably possible. Nothing herein contained, however, shall obligate the Company to settle a labor dispute in any way, except as it deems for its own best interest.

XIII. AGREEMENTS

This contract shall bind and enure to the benefits of the parties hereto and their successors and assigns, but shall not be assigned by either party without the written consent of the other; provided, that the foregoing shall not limit the right of any party to assign this contract, or any right arising thereunder, to a trustee or mortgagee, as security for its bonds or other obligations.

All previous communications between the parties, verbal or written, in reference to the subject matter of this statement, are hereby abrogated; and this Agreement, duly signed, constitutes the only Agreement between the parties hereto for interruptible gas service.

This Agreement and all rights, obligations and performance of the parties hereunder are subject to (1) all applicable Federal, State and local laws and to all duly promulgated orders and other duly authorized action of governmental authority having jurisdiction in the premises; and (2) the retention by the parties of the rights of way, franchises, locations, permits and other rights necessary for the performance of this Agreement

XIV. FORCE MAJEURE

Neither party shall be liable for any breach, delay, or non-performance hereunder, whether material or immaterial, or whether affecting total or partial performance, which directly, or indirectly, results from, or is caused, in whole or in part, by revolutions, or other disorders; wars; declared or undeclared acts of public enemies; or other restrictions imposed by law; arrest or restraint of officials; or acts of God; accidents; or by breakdown or injury to storage facilities, pipelines, machinery, or other facilities or either party used for production, manufacturing, transportation, delivery, receiving, storage, handling, or utilization of the products purchased hereunder; or by fires, storms, explosions, or other casualties; or by strikes, lockouts, stoppage, or restraint of labor, either partial or general, from whatever cause; or if performance hereunder is hindered, delayed, or prevented by, or would violate or controvert any law, rule, order or request of government, Federal, State, or foreign, or any agency or representative thereof; or which directly or indirectly results from any cause beyond either parties' control, whether such other causes be of the classes herein specifically provided for, or not.

IN WITNESS WHEREOF, the said parties have signed this Agreement the day year aforesaid.

Witness:

[Signature]
Date 6/2/80

FITCHBURG GAS AND ELECTRIC LIGHT COMP

[Signature]
Date 6/2/80

Witness:

[Signature]
Date 6/2/80

SIMONDS CUTTING TOOLS
WALLACE MURRAY CORP.

[Signature]
Date 6/2/80



Fitchburg Gas and
Electric Light Company

June 22, 2000

Mark Eilander
Munksjo Paper Decor
642 River Street
Fitchburg, MA 01420

Dear Mr. Eilander:

A handwritten signature in cursive script, appearing to read "Mark", written over the name "Mark Eilander" in the address block.

For the record, based on the alternate pricing provisions in the interruptible gas contract between Munksjo Paper Decor (Munksjo) and Fitchburg Gas and Electric Light Company (FG&E) dated 8/21/81, FG&E agrees to continue to sell gas to Munksjo at FG&E's commodity cost plus transportation as long as the gas is available, through August 31, 2000.

We will contact you on a daily basis, if necessary, to notify you of the price. This arrangement is only necessary if the contractually calculated price is below FG&E's minimum gas selling price.

Please contact me with any questions or if you require additional information.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Paula", written over the name "Paula L. Harriman Ruggles" in the signature block.

Paula L. Harriman Ruggles
Key Account Executive

cc: Cynthia J. Rivers

Business Office

285 John Fitch
Highway
Fitchburg, MA 01420-
5993

Phone: 888-301-7700
Fax: 978-353-3264

Email: corp@unitil.com



Fitchburg Gas and
Electric Light Company

June 16, 1999

Dave Mangiacotti
Munksjo Paper Decor
642 River Street
Fitchburg, MA 01420

Dear Mr. Mangiacotti:

For the record, based on the alternate pricing provisions in the interruptible gas contract between Munksjo Paper Decor (Munksjo) and Fitchburg Gas and Electric Light Company (FG&E) dated 8/21/81, FG&E agrees to continue to sell gas to Munksjo at FG&E's commodity cost plus transportation as long as the gas is available, through August 31, 1999.

We will contact you on a daily basis, if necessary, to notify you of the price. This arrangement is only necessary if the contractually calculated price is below FG&E's minimum gas selling price.

Please contact me with any questions or if you require additional information.

Yours very truly,

Paula L. Harriman Ruggles
Key Account Manager

cc: Cynthia J. Rivers

Business Office

285 John Fitch
Highway
Fitchburg, MA 01420-
5993

Phone: 888-301-7700

Fax: 978-353-3264

Email: corp@unitil.com

UNITIL Service Corp.

216 Epping Road, Exeter, New Hampshire 03833-4571

DTE 02-24/25 (Gas)
Attachment AG-7-5
Page 59 of 69

Telephone • 603/772-0775
Fax • 603/772-4651

August 8, 1994

Mr. Henry Einhorn
Director-Gas Division
Massachusetts Department of Public Utilities
100 Cambridge Street
Boston, MA 02202

**RE: Fitchburg Gas and Electric Light Company
Informational Submittal - Interruptible Gas Sales Service**

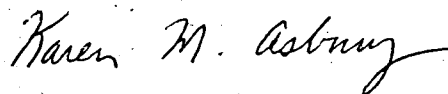
Dear Mr. Einhorn:

Enclosed for the Department's files are three copies of a letter agreement between Fitchburg Gas and Electric Light Company and PWA Decor Inc. regarding Interruptible Gas Sales Service. This letter agreement serves as recognition of the assignment of the Interruptible Gas Service Agreement between Fitchburg Gas and Electric Light Company and Fitchburg Paper Company to its successor, PWA Decor Inc.

As noted in this letter agreement, because of the recent pipeline deregulation associated with the FERC order 636, FG&E is currently in the process of updating its Interruptible Gas Sales contract provisions. When these revisions are completed, Fitchburg Gas and Electric Light Company will be filing these contract provisions for Department approval.

If you have any questions, please call me at our office in Exeter, New Hampshire.

Sincerely,



Karen M. Asbury
Supervisor-Rates and Revenues

cc: P. Dexter
P. Neault

Enclosure

July 13, 1994

Mr. Thomas Reibelt
Vice President
PWA Decor Inc.
642 River Street
Fitchburg, MA 01420

Dear Mr. Reibelt:

Fitchburg Gas and Electric Light Company (FG&E) has reviewed your request for Interruptible Gas Sales Service to the steam plant located off Depot Street, Fitchburg. Interruptible gas sales to that facility was previously under contract with Fitchburg Paper Company by an agreement dated December, 1982 (attached). Under Article XIII "Agreements", the contract provisions allow for the assignment of the contract to a successor. Since you are a successor of Fitchburg Paper, and in order to provide you timely service, we propose to continue to operate under the above referenced contract.

For additional clarification related to the pricing formula (Ref: Article VII - Rates Sections A, B1 & B2), it is FG&E's understanding that the alternate fuel at this facility will be No. 6 oil, 1.0% Sulfur. Item B. of the December 13, 1982 amendment to the Interruptible Gas Service Agreement dated December 10, 1982, made clear that the alternate fuel for the cost formula was to be the highest legal sulfur content fuel oil to be burned at the facility, which at this time is No. 6 oil, 1.0% Sulfur. For this reason, the pricing formula will incorporate the posted price of No. 6 oil, 1.0% Sulfur and not No. 6 oil, 2.2% Sulfur. Please provide us with documentation on the heating value or average BTU content of your 1% Sulfur alternate fuel.

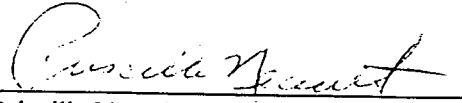
Because of the recent pipeline deregulation associated with the FERC order 636, FG&E is currently in the process of updating its Interruptible Gas Sales contract provisions. When the new contracts are established, we will be in contact with you to discuss the new provisions and any additional operational requirements. We are expecting to complete and execute the new contracts by fourth quarter 1994. As such, we will operate under the current Fitchburg Paper contract on an interim basis only until a new contract has been negotiated on or before December 31, 1994.

If these provisions are agreeable, please sign below and return the original to FG&E. Once we are in receipt of the signed letter, John Bundy our Operations Manager located at

UNITIL Service Corp. will contact you to arrange gas supplies. It is anticipated that service could be provided on or after July 15, 1994.

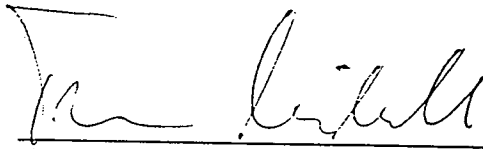
If there are any questions, please feel free to call me at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Priscilla Neault", written over a horizontal line.

Priscilla Neault
Vice President and General Manager
Fitchburg Gas and Electric Light Company

For PWA Decor Inc.

A handwritten signature in cursive script, appearing to read "Thomas Reibelt", written over a horizontal line.

Thomas Reibelt
Vice President
PWA Decor Inc.



285 JOHN FITCH HIGHWAY
P.O. BOX 2070
FITCHBURG, MA 01420-8570
TELEPHONE (617) 343-6931

December 13, 1982

Mr. Philip L. Doyle, Purchasing Agent
Fitchburg Paper Company
601 River Street
Fitchburg, MA 01420

Dear Mr. Doyle:

Re: Interruptible Gas Service Agreement Dated December 10, 1982

By mutual agreement we have agreed to compute the cost of gas for No. 4 Mill based on the following formula:

$$\text{Rate (\$ per MCF)} = \frac{\text{Cost of Oil per barrel} \times \text{Factor*} \times 1,000,000 \times \text{Therm Factor}}{42 \times \text{heating value of Alternative Fuel}}$$

*Cost of oil per barrel is defined as the lowest cost of Alternative Fuel based on the following:

- a. Average posted price as described in the Agreement times 0.90 Factor
- b. Average delivered price to Fitchburg Paper Company by their oil suppliers times 0.94 Factor
- c. Average price based on quotations from Fitchburg Paper Company suppliers times 0.94 Factor

A. Therm Factor

When appropriate approvals have been received from Massachusetts Department of Public Utilities, the Company will use a monthly Therm Factor to adjust the BTU value of the gas taken. A factor of 1.020 will be used until the approvals are received.

The Therm Factor will be applied once each month. The Factor will be based on an average BTU value of the various gasses inputted into the system.

- B. 2.2% sulphur, #6 Oil, shall be the alternative fuel for all gasses burned by Fitchburg Paper Company except for any time period during which the burning of such oil is prohibited by law.

Audit Rights

It is understood that Fitchburg Paper Company will be willing to provide a means of substantiating the oil prices determined under (b) and (c) above. It is also understood that any of the above pricing will have to be in compliance with any State and/or Federal Regulations. Upon request by Fitchburg Paper Company, the Company will provide written confirmation by the Companies external auditors that the billing is in compliance with the provisions of the agreement.

Mr. Philip L. Doyle

-2-

December 13, 1982

For our purposes we will have to compute the adjustment A in the formula as we are required to submit this to the Massachusetts Department of Public Utilities each month.

The calculation will be as follows:

$$A = [\text{Average Posted Price per barrel} - .90] - [(\text{Cost of Oil per barrel}) (.94)]$$

Delivered

or

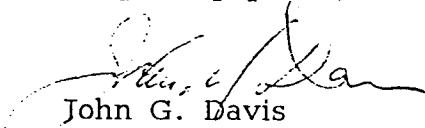
$$A = [\text{Average Posted Price per barrel} - .90] - [(\text{Cost of Oil per barrel}) (.90)]$$

Posted

If the above meets with your approval and understanding, please indicate your acceptance in the space provided below and return two signed copies to this office by ~~November 24~~, 1982.

December 13, 1982

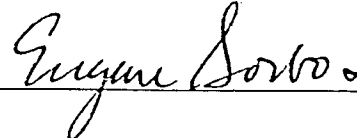
Very truly yours,


John G. Davis
Manager-Energy Applications

gp/BB2

Fitchburg Paper Company

Accepted by

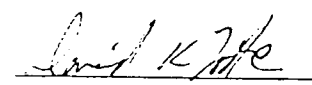
 December 13, 1982
Date

Witness to
Above Signature:

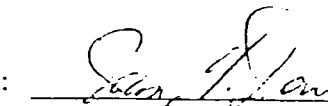
 December 13, 1982
Date

Fitchburg Gas and Electric Light Co.

Accepted by

 12/21/82
Date

Witness to
Above Signature:

 12/21/82
Date

This Agreement made this 10th day of December 1982 by and between

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

a Massachusetts corporation, located in the City of Fitchburg, Massachusetts, (hereinafter called the "Company") party of the first part, and

FITCHBURG PAPER COMPANY

a corporation established under the laws of the Commonwealth of Massachusetts (hereinafter called the "Customer") party of the second part.

Witnesseth, that in consideration of the mutual agreements hereinafter set forth it is agreed as follows:

I. GENERAL

Subject to the terms and conditions of this Agreement, the Company agrees to furnish interruptible gas required by the Customer for its own use upon Customer's premises located at #4 Mill off Depot Street, Fitchburg, Massachusetts, during the term of this Agreement, or any renewal or extension thereof.

II. EFFECTIVE DATE - TERM

The term of this Agreement and the Customer's obligation to make payment hereunder, shall begin on date approved by Massachusetts Department of Public Utilities and terminate on December 31, 1983. At the expiration of such initial period the Agreement shall automatically renew itself for one (1) year periods thereafter unless terminated by either party giving to the other notice in writing of at least thirty (30) days prior to termination date.

Except where inconsistent with this Agreement, the Terms and Conditions of the Company, in force from time to time as filed with the Massachusetts Department of Public Utilities, are hereby incorporated by reference in and form a part of this Agreement.

III. CHARACTER OF SERVICE

An interruptible supply of gas of not less than 1000 Btu per cubic foot. All gas furnished hereunder shall be intermediate pressure, and except for momentary fluctuations, shall be delivered normally at a pressure of approximately 35 psig.

IV. POINT OF DELIVERY

The Company agrees to deliver gas to a point of delivery at:
The outlet of the Company's regulator at the meter-regulation installation located on the north side of the customer's boiler room building.

The Customer shall provide and maintain at its own liability and expense such mains or pipes as may be required to convey the gas furnished from the above point of delivery to points of use, except that no such mains or pipes shall be constructed, rented, leased, maintained, or used directly or indirectly by the Customer in, over, under, or along public ways.

V. METERS AND METERING

Gas supplied hereunder for interruptible purposes will be metered by the Company separately, and in no case shall this gas be used by the Customer interchangeably with gas supplied under any other schedule of the Company.

VI. USE OF INTERRUPTIBLE SERVICE

The Customer agrees to use the gas purchased only in, and limited to, the operation of the equipment described as follows:

Boiler #4 - Integral Furnace Boiler - Type FM
Babcock & Wilcox, capacity 40,000/hr. FM 129
Design pressure 300 psi
Gas burner rating 52,000,000 BTU

Boiler #1 - Water Tube - 3 Drum - FM Controls
Bigelow-Connelly Boiler, Capacity 90,000# Steam per hr.
Design pressure of Boiler 250 psi
Gas Burner - Coen (or equal) 2 - 55,000,000 BTU

The Customer shall install and maintain in usable condition, dual fuel burning equipment and keep on hand an adequate supply of alternate fuel for use when gas service is interrupted.

VII. RATE - MONTHLY

The Customer shall pay the Company for all gas supplied hereunder an amount determined as follows:

A. Basic Rate

The price to be paid each month for all gas supplied hereunder will be a direct function of the price of No. 6 Oil, 2.2% Sulphur, as posted in the "Journal of Commerce Daily Petroleum Prices".

This price will be calculated in accordance with the following formula:

Rate (\$ per MCF) =

$$\frac{(\text{Average posted price per barrel minus } \$0.90 - "A") \times 1,000,000 \times (\text{Therm Fac})}{42 \times (\text{heating value of No. 6 oil, 2.2\% sulphur})}$$

B. Definitions

1. Average Posted Price

The "average posted price per barrel" shall be defined as an amount computed as follows:

(a) add the lowest posted price of No. 6 oil, 2.2% sulphur for a tank car, f.o.b. Boston (given in dollars per barrel) for the first four Mondays of the calendar month in which the gas is supplied. (Tuesday when Monday is a Holiday).

(b) divide the sum of the first four Mondays in (a) by four.

B. Definitions (Continued)

2. Heating Value of No. 6 Oil

The "heating value of No. 6 oil 2.2% sulphur" will be assumed to be 149,000 BTU per gallon.

3. No. 6 Oil

Shall be the fuel oil with the highest sulphur content which may be legally used in the equipment during the calendar month. When fuel use restrictions are placed on this equipment by Environmental Protection Agency, appropriate sulphur content fuel will be used in the computation.

A letter from the Customer confirming this will be required by the Company.

4. The adjustment "A" measured in dollars per barrel will be negotiated periodically between the Company and the Customer. The purpose of this adjustment is to properly reflect any additional discount allowance the Customer receives from its oil supplier(s) for oil purchased during that period.

5. Therm Factor - When appropriate approvals have been received from Massachusetts Department of Public Utilities, the Company will use a monthly therm factor to adjust BTU value of the gas taken. A factor of 1.020 will be used until approvals are received.

C. Override Provisions to Basic Rate

It is the intent of the contract to maximize the availability and use of gas. Therefore, should the Company's cost of gas or the Customer's basic rate become unprofitable for either party, the basic rate can be overridden on a monthly basis provided both parties are in agreement to the new rate ten (10) days prior to the next calendar month. However, this provision will be on a temporary basis and will not constitute any permanent changes in the basic rate.

D. Alternative Rate

Gas offered as "R - interruptible" gas will be priced to the Customer at 5¢ per MCF above the Company's cost from its pipeline supplier under their R rate schedule, which shall include the gas cost, commodity cost and any applicable demand cost.

The Company shall provide the Customer with a written quotation of billing price prior to the beginning of each month. Any increase in price (commodity, demand, etc.) shall be borne by the Company unless subsequently amended in writing or unless Article IX applies.

Gas sold under the R - interruptible rate shall be accounted for separately on a daily basis based on billing meter readings furnished to the Company by the Customer. The Company will notify the Customer of the maximum R - interruptible gas available on any day. The Customer may be subject to the terms under Non-Compliance Article IX if they substantially exceed the volumes quoted by the

Company on any day. If the R - interruptible rate is higher than the then prevailing Basic Rate as defined in Paragraph A, above, Company, at its option, may bill Customer at the Basic Rate for all or part of the R - interruptible gas. It is anticipated that both classes of interruptible gas may be available during the same day.

R - interruptible gas shall be subject to the same general terms and conditions as normal interruptible gas if not specifically modified in this section.

VIII. MINIMUM CHARGE - PER CONTRACT YEAR

The minimum charge shall be \$500.00 per contract year; provided, however, that if service is made available or only required for less than 334 days in the contract year, this minimum charge shall be modified in the ratio that the number of days for which service is available or required bears to 334.

IX. NON-COMPLIANCE WITH TERMS OF USAGE

If the customer fails to discontinue the use of gas after receiving notice to do so from the Company, or uses gas without Company authorization, the charges for gas subsequently used will be at the rate of the displaced cost of gas (including any penalties the Company incurs) plus \$5.00 per mcf. However, if failure to discontinue is due to the customer's dual fuel equipment being temporarily inoperable, the Company may, at its option, bill the Customer for gas subsequently used during the emergency at the contract rate or the displaced cost of gas, whichever is higher.

If any form of non-compliance use affects other customers or the Customer does not proceed to correct his problem expeditiously, then the displaced cost of gas (including any penalties the Company incurs) plus \$5.00 per mcf will be applied.

X. AVAILABILITY OF SERVICE

Gas supplied hereunder is subject to interruption at any time upon two (2) hours' notice on Boiler #4 and fifteen (15) minutes on Boiler #1 to the Customer, who shall discontinue entirely the use of gas, except related pilot use, until notified by the Company that it is again available. The determination of the necessity for interrupting gas service shall be made solely by the Company in each instance, and shall be final and binding. The interruption of gas service shall not be the basis for claims or damages, if any, sustained by the Customer by reason of such interruption.

XI. PAYMENT OF BILLS - LATE PAYMENT

Bills are net, and due upon presentation in accordance with the Company's Terms and Conditions in effect and as revised from time to time.

XII. SUPPLY AND CONTINUITY OF SERVICE

The Company's and Customer's obligations hereunder are conditioned upon the Company's ability to secure and retain such rights and permits, private, municipal, and otherwise, as may be necessary for the installation and continuance of its service hereunder.

The Company agrees to use reasonable diligence in securing necessary rights and permits, as aforesaid, and agrees to provide a supply of interruptible gas; but in case the interruptible supply shall be

interrupted for the purpose of making changes in, or repairs to, the Company's plant or equipment; or fails in whole or in part by reason of labor troubles, accident, legal process; Federal, State, or Municipal interference; or any cause whatsoever beyond the Company's control, the Company shall not, thereby, become guilty of any default under the provisions of Article XIV, nor be liable for any damages resulting therefrom; but shall be bound in good faith to resume service as soon as reasonably possible. Nothing herein contained, however, shall obligate the Company to settle a labor dispute in any way, except as it deems for its own best interest.

XIII. AGREEMENTS

This contract shall bind and enure to the benefits of the parties hereto and their successors and assigns, but shall not be assigned by either party without the written consent of the other; provided, that the foregoing shall not limit the right of any party to assign this contract, or any right arising thereunder to a trustee or mortgagee, as security for its bonds or other obligations, and further provided, the foregoing shall not limit the right of either party to unilaterally assign this contract to a successor of substantially all its assets or stock.

All previous communications between the parties, verbal or written, in reference to the subject matter of this statement, are hereby abrogated; and this Agreement, duly signed, constitutes the only Agreement between the parties hereto for interruptible gas service.

This Agreement and all rights, obligations and performance of the parties hereunder are subject to (1) all applicable Federal, State and local laws and to all duly promulgated orders and other duly authorized action of governmental authority having jurisdiction in the premises; and (2) the retention by the parties of the rights of way, franchises, locations, permits and other rights necessary for the performance of this Agreement.

XIV. FORCE MAJEURE

Neither party shall be liable for any breach, delay, or non-performance hereunder, whether material or immaterial, or whether affecting total or partial performance, which directly, or indirectly, results from, or is caused, in whole or in part, by revolutions, or other disorders; wars; declared or undeclared acts of public enemies; or other restrictions imposed by law; arrest or restraint of officials; or acts of God; accidents; or by breakdown or injury to storage facilities, pipelines, machinery, or other facilities or either party used for production, manufacturing, transportation, delivery, receiving, storage, handling, or utilization of the products purchased hereunder; or by fires, storms, explosions, or other casualties; or by strikes, lockouts, stoppage, or restraint of labor, either partial or general, from whatever cause; or if performance hereunder is hindered, delayed, or prevented by, or would violate or controvert any law, rule, order or request of government, Federal, State, or foreign, or any agency or representative thereof; or which directly or indirectly results from any cause beyond either parties' control, whether such other causes be of the classes herein specifically provided for, or not.

IN WITNESS WHEREOF, the said parties have signed this Agreement the day and year aforesaid.

Witness:

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

John F. Davis

David H. Pope

Date *12/21/82*

Date *12/21/82*

Witness:

FITCHBURG PAPER COMPANY

Philip L. Hoyle

Eugene Sorbo

Date *December 10, 1982*

Date *December 10, 1982*